

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

M. DIANE KOKEN, in her official capacity as
Insurance Commissioner of the Commonwealth of
Pennsylvania, as Liquidator of RELIANCE
INSURANCE COMPANY (IN LIQUIDATION),

Plaintiff,

v.

GPC INTERNATIONAL, INC.,

Defendant.

C.A. No. 05-223-SLR

GPC INTERNATIONAL, INC.,

Third-Party Plaintiff,

v.

ZURICH AMERICAN INSURANCE COMPANY,

Third-Party Defendant.

**THIRD-PARTY DEFENDANT ZURICH AMERICAN
INSURANCE COMPANY'S ANSWER TO THE THIRD-PARTY COMPLAINT**

Third-Party Defendant, Zurich American Insurance Company ("Zurich"), by and through its undersigned counsel, submits the following answer and affirmative defenses in response to GPC International, Inc.'s ("GPC") Third-Party Complaint as follows:

Parties

1. Zurich lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 1. Accordingly, the allegations are denied.
2. Admitted.

Jurisdiction

3. The allegations set forth in paragraph 3 assert conclusions of law to which no response is required.

Prior Proceedings

4. Zurich lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 4. Accordingly, the allegations are denied.

5. Zurich lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 5. Accordingly, the allegations are denied.

6. The allegations of paragraph 6 are denied.

Background

7. The allegations contained in paragraph 7 reference documents that speak for themselves. Zurich refers to those insurance policies for their complete contents.

8. The allegations contained in paragraph 8 reference documents that speak for themselves. Zurich refers to those insurance policies for their complete contents. To the extent the allegations in paragraph 8 draw conclusions of law, the allegations are denied.

9. The allegations contained in paragraph 9 reference documents that speak for themselves. Zurich refers to those insurance policies for their complete contents. To the extent the allegations in paragraph 8 draw conclusions of law, the allegations are denied.

10. Zurich lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 10. Accordingly, the allegations are denied.

Factual Allegations

11. Zurich repeats and realleges each of the responses to paragraphs 1 through 10 as if fully set forth herein.

12. The allegations of paragraph 12 cite documents which speak for themselves. Zurich refers to those documents for their complete contents.

13. The allegations set forth in paragraph 13 assert conclusions of law to which no response is required.

14. The allegations set forth in paragraph 14 assert conclusions of law to which no response is required.

15. Zurich lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 15. Accordingly, the allegations are denied.

16. Denied.

17. Denied.

18. Denied.

AFFIRMATIVE DEFENSES

First Affirmative Defense

The Third-Party Complaint fails to state a claim for which relief can be granted.

Second Affirmative Defense

The Third-Party Complaint is barred by the applicable statute of limitations.

Third Affirmative Defense

The Third-Party Complaint is barred as there is no joint or several liability.

Fourth Affirmative Defense

The Third-Party Complaint is barred, in whole or in part, by the applicable language of the policies at issue.

Fifth Affirmative Defense

The Third-Party Complaint is barred as there is no privity of contract.

Sixth Affirmative Defense

The Third-Party Complaint is barred, in whole or in part, as there is no contractual or common law indemnification.

Seventh Affirmative Defense

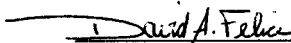
The Third-Party Complaint is barred as there was no common liability between and amongst GPC and Zurich.

Eighth Affirmative Defense

The Third-Party Complaint is barred by the doctrines of laches, waiver and/or estoppel.

WHEREFORE, Third-Party Defendant Zurich requests that judgment be entered in its favor and against Third-Party Plaintiff, GPC, and that the Third-Party Complaint be dismissed with prejudice, awarding counsel fees, costs and disbursements to Zurich.

Dated: September 13, 2005



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